

EXHIBIT A

FILED DATE: 12/23/2021 12:58 PM 2021L012822

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IRIS Y. MARTINEZ
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COOK COUNTY, IL

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

JEFFREY KOEHLER and)
NINA KOEHLER,)
) No. 2021L012822
Plaintiffs)
v.)
)
SMITH & WESSON SALES COMPANY,)
)
Defendant.)

Calendar, A
16067122

SHOREWOOD OPERATIONS, LLC)
and NAPERVILLE OPERATIONS,)
LLC,)
)
Respondents in Discovery.

COMPLAINT AT LAW

COUNT I
STRICT LIABILITY

JEFFREY KOEHLER, by his attorneys, the McNABOLA LAW GROUP, P.C., and for his Complaint at Law against Defendant, SMITH & WESSON SALES COMPANY (hereinafter “SMITH & WESSON”), states:

1. On and before September 13, 2021, and at all times material, JEFFREY KOEHLER resided at 1540 Foxhill Road, Naperville, IL 60563.
2. On and before September 13, 2021, and at all times material, SMITH & WESSON was a Delaware corporation with its principal place of business located at 2100 Roosevelt Avenue, Springfield, IL 01104.
3. On and before September 13, 2021, and at all times material, SMITH & WESSON was in the business of designing, manufacturing and distributing firearms to the consuming public.

4. On and before September 13, 2021, and at all times material, Respondent in Discovery, SHOREWOOD OPERATIONS, LLC, was an Illinois Limited Liability Company with its principal office located at 10870 Kenwood Road, Cincinnati, OH 45242.

5. On and before September 13, 2021, and at all times material, Respondent in Discovery, NAPERVILLE OPERATIONS, LLC, was an Illinois Limited Liability Company with its principal office located at 10930 Deerfield Road, Cincinnati, OH 45242.

6. On and before September 13, 2021, and at all time material, Respondents in Discovery, SHOREWOOD OPERATIONS, LLC, and NAPERVILLE OPERATIONS, LLC, operated, managed, and maintained a firearms range and store known as Shoot Point Blank located at 560 Frontenac Ct, Naperville, IL 60563.

7. Prior to September 13, 2021, Defendant, SMITH & WESSON, designed, manufactured, and distributed a shotgun designated as the M&P 12 shotgun.

8. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, was a customer at Shoot Point Blank in Naperville, IL.

9. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, while a customer at Shoot Point Blank in Naperville, purchased what is known as an Elite Membership.

10. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, while a customer at Shoot Point Blank in Naperville, was shown a Smith & Wesson M&P 12 shotgun that was available to be rented by customers to shoot at the range at the Naperville Shoot Point Blank facility.

11. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, was shown the Smith & Wesson M&P shotgun by an authorized agent, apparent agent and/or employee of either Respondent, SHOREWOOD OPERATIONS, LLC or NAPERVILLE OPERATIONS, LLC.

12. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, while a customer at Shoot Point Blank in Naperville, after being shown a Smith & Wesson M&P 12 shotgun, did, in fact, rent the shotgun for the purpose of shooting the shotgun at the Naperville Shoot Point Blank range.

13. On September 13, 2021, the individual at the Shoot Point Blank range in Naperville who rented the Smith & Wesson M&P 12 shotgun to Plaintiff, JEFFREY KOEHLER, was an authorized agent, apparent agent and/or employee of either Respondent, SHOREWOOD OPERATIONS, LLC or NAPERVILLE OPERATIONS, LLC.

14. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, was provided guidance and advice as to what ammunition to shoot in the Smith & Wesson M&P 12 by the same individual who, on information and belief, was an authorized agent, apparent agent and/or employee of either Respondent, SHOREWOOD OPERATIONS, LLC. or NAPERVILLE OPERATIONS, LLC.

15. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, was provided instruction regarding the proper way to load and shoot the Smith & Wesson M&P 12 by the same individual who, on information and belief, was an authorized agent, apparent agent and/or employee of either Respondent, SHOREWOOD OPERATIONS, LLC. or NAPERVILLE OPERATIONS, LLC.

16. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, purchased the type of ammunition that was recommended to him by the authorized agent, apparent agent and/or employee of either Respondent, SHOREWOOD OPERATIONS, LLC. or NAPERVILLE OPERATIONS, LLC.

17. On September 13, 2021, after renting the Smith & Wesson M&P 12 shotgun and purchasing the ammunition recommended to him, Plaintiff, JEFFREY KOEHLER, began to shoot the Smith & Wesson M&P 12 shotgun at the range at Shoot Point Blank in Naperville, IL.

18. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, was using the SMITH & WESSON M&P 12 shotgun in the manner in which it was designed and intended to be used.

19. On September 13, 2021, Plaintiff, JEFFREY KOEHLER, shot several rounds from the SMITH & WESSON M&P 12 shotgun in the manner in which it was designed and intended to be used without incident at the range at Shoot Point Blank in Naperville, IL.

20. On September 13, 2021, while the Plaintiff, JEFFREY KOEHLER, continued to shoot the Smith & Wesson M&P 12 shotgun in the manner in which it was designed and intended to be used, a component on the shotgun failed, causing injury to Plaintiff, JEFFREY KOEHLER.

21. On September 13, 2021, while the Plaintiff, JEFFREY KOEHLER, was a customer and located at the Naperville Shoot Point Blank facility, he was at all times exercising ordinary care for his own safety.

22. On and before September 13, 2021, and at all times material, when the Smith & Wesson M&P 12 shotgun left the Smith & Wesson manufacturing facility, it was in an unreasonably dangerous and defective condition in that it was designed, manufactured, and distributed in a condition whereby it would not safely and properly function when it was being used in the manner in which it was designed and intended to be used.

23. On and before September 13, 2021, and at all times material, when the Smith & Wesson M&P 12 shotgun left the Smith & Wesson manufacturing facility, it was in an unreasonably dangerous and defective condition in that Smith & Wesson failed to provide warnings and

instructions stating that the M&P 12 shotgun components could fail when the product was being used in the manner in which it was designed and intended to be used.

24. As a proximate result of the aforesaid unreasonably dangerous and defective conditions of the SMITH & WESSON M&P 12 shotgun that existed on and before September 13, 2021, and at all times material, Plaintiff, JEFFREY KOEHLER, suffered injuries of a personal and pecuniary nature.

WHEREFORE, Plaintiff, JEFFREY KOEHLER, demands judgment against the Defendant, SMITH & WESSON, in a sum that far exceeds the minimum jurisdictional limit of thirty thousand dollars (\$30,000.00).

COUNT II
NEGLIGENCE

1. – 24. Plaintiff, JEFFERY KOEHLER, restates and realleges paragraphs 1 – 24 of Count I as Plaintiff's paragraphs 1 – 24 of Count II as though fully set forth herein.

25. On and before September 13, 2021, and at all times material, Defendant, SMITH & WESSON, had a duty to exercise ordinary care in the design, manufacture and distribution of its products, including the SMITH & WESSON M&P 12 shotgun.

26. On and before September 13, 2021, and at all times material, Defendant, SMITH & WESSON, breached its aforesaid duty and was negligent in one or more of the following respects:

- a. Failed to design, manufacture, and distribute the SMITH & WESSON M&P 12 shotgun in a condition whereby it would function as designed when being used in the manner in which it was designed and intended to be used.
- b. Failed to properly inspect all M&P 12 shotguns to determine whether each such shotgun would function as designed when being used in the manner in which it was designed and intended to be used.

c. Failed to properly test all M&P 12 shotguns before distributing same to the consuming public to make sure that each such shotgun would function as designed when being used in the manner in which it was designed and intended to be used.

d. Was otherwise negligent in the design, manufacture and distribution of the M&P 12 shotgun at issue.

27. As a proximate result of one or more of the aforesaid negligent acts or omissions of Defendant, SMITH & WESSON, Plaintiff, JEFFREY KOEHLER, sustained injuries of a personal and pecuniary nature.

WHEREFORE, Plaintiff, JEFFREY KOEHLER, demands judgment against the Defendant, SMITH & WESSON, in a sum that far exceeds the minimum jurisdictional limit of thirty thousand dollars (\$30,000.00).

COUNT III
LOSS OF CONSORTIUM

Plaintiff, NINA KOEHLER, by her attorneys, the McNABOLA LAW GROUP, P.C., and for her Complaint at Law against Defendant, SMITH & WESSON, states:

1- 24. Plaintiff realleges and reincorporates by reference Paragraphs 1-24 of Count I and 1 – 26 of Count II as if fully set forth herein as Paragraphs 1-50 of Count III.

51. At all times material, NINA KOEHLER, was and is the lawfully wedded wife of Plaintiff, JEFFREY KOEHLER.

52. As a proximate result of the unreasonably dangerous and defective condition of the SMITH & WESSON M&P 12 shotgun and the aforementioned negligent acts and omissions of the Defendant, SMITH & WESSON, NINA KOEHLER has been deprived of the relationship, society, companionship, and consortium of her husband, JEFFREY KOEHLER.

WHEREFORE, Plaintiff, NINA KOEHLER, demands judgment against Defendant, SMITH & WESSON, and each of them, in a sum that far exceeds the minimum jurisdictional limits of THIRTY THOUSAND AND 0/100 (\$30,000) DOLLARS.

COUNT IV
RESPONDENTS IN DISCOVERY

Plaintiffs identify SHOREWOOD OPERATIONS, LLC and NAPERVILLE OPERATIONS, LLC, as Respondents in Discovery pursuant to 735 ILCS 5/2-402.

/s/ Mark E. McNabola
Attorney for Plaintiffs

Mark E. McNabola
Donald R. McGarrah
McNabola Law Group, P.C.
55 W. Wacker Drive, 9th Fl
Chicago, IL 60601
312-629-2900
mark@mcnabolalaw.com
don@mcnabolalaw.com
Attorney No: 49780

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AFFIDAVIT

I, MARK E. McNABOLA , the affiant on oath, states:

The total of money damages sought in this matter does exceed the minimal jurisdictional
limits of \$50,000.00.

ME McNabola

SUBSCRIBED AND SWORN TO
before me the 23rd day of December 2021.

Tracey A Battistoni

NOTARY PUBLIC

